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OK W BK 689 PG 36
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by and Return to:
Austin Law Firm, P.A.
6928 Cobblestone Drive, Suite 100
Southaven, Mississippi 38671
662-890-7575
Bar #3412

**AMENDMENT TO RESTRICTIVE COVENANTS
OF LAUDERDALE ESTATES SUBDIVISION**
Located in Section 18, Township 2 South, Range 7 West

WHEREAS, by instrument entitled Lauderdale Estates Subdivision Restrictive Covenants dated July 11, 2006, which was recorded in Deed Book 534, Page 638 in the Office of the Chancery Clerk of DeSoto County, Mississippi, certain restrictive covenants were imposed upon all of the lots in Lauderdale Estates Subdivision, a subdivision which is situated in Section 18, Township 2 South, Range 7 West, City of Southaven, DeSoto County, Mississippi as shown by Plat appearing of record in Plat Book 99, Pages 46-48 in the Office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, subsequent thereto First Capital Investments, LLC filed a Declaration of Covenants, Conditions, and Restrictions for Lauderdale Estates Subdivision dated May 2, 2007 which Declaration is recorded in Deed Book 557 at Page 652 in said Chancery Clerk's Office; and

WHEREAS, by instrument date May 2, 2007, First Capital Investments, LLC filed an Amendment to the Lauderdale Estates Subdivision Restrictive Covenants which instrument was recorded in Deed Book 557 at page 650 in said Chancery Clerk's Office; and

WHEREAS, by instrument date May 29, 2009, First Capital Investments, LLC filed another Amendment to the Lauderdale Estates Subdivision Restrictive Covenants which instrument was recorded in Deed Book 610 at page 328 in said Chancery Clerk's Office; and

WHEREAS, the original restrictive covenants provide that after 5 years the covenants may be changed or modified by an instrument signed by seventy-five (75) percent of the then owners of the lots and recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, There are 118 lots in said subdivision and thus signatures of owners of 89 lots are required to change or modify the covenants pursuant to the above stated provision; and

WHEREAS, Liberty Bank of Arkansas, current owner of 93 lots (lots 1 through 5, 8 through 11, 13, 14, 16 through 23, 27 through 34, 36, 37, 38, 40, 41, 45, 47, 51 through 57, 59 through 72, 74 through 78, 80 through 82, 84 through 94, 96, 97, 101 through 107 and 109 through 118) within said subdivision pursuant to said provisions desires to amend the restrictive covenants; and

NOW, THEREFORE, Liberty Bank of Arkansas as owner of more than seventy-five (75) percent of the lots in Lauderdale Estates pursuant to the amendment authority described above as contained in the restrictive covenants recorded at Book 534, Page 638 in said Chancery Clerk's Office do hereby amend the restrictive covenants to provide the following:

All single family dwellings shall have an attached private enclosed garage for a minimum of two (2) and maximum of (3) automobiles. In addition to the attached garage, a detached garage or other accessory building may be erected in the rear yard as long as it meets city building codes. Such an accessory building shall be erected to the rear of the main residence and shall be constructed in the same manner as the home including matching brick, siding, shingles and paint. Outbuildings larger than 200 square feet shall include brick in the construction but smaller outbuildings may be built with siding as long as said siding matches the home as provided above. No outbuildings larger than 24 x 30 will be allowed. All buildings must be approved by the Architectural Review Committee as provided in the original restrictions.

In addition to the brick mail receptacles specified in the original restrictions, ornamental iron mailboxes may be used subject to approval from the Architectural Review Committee.

All fences must be approved by the Architectural Review Committee. Fences shall not come closer to the street than the front corner of the home and on corner lots they shall not be any closer to the street than the building set back line. On the sides, fences may be as close to the property line as the owner desires. No fence shall be allowed to be constructed that will restrict or prevent the proper drainage of storm water runoff.

No above ground swimming pools are permitted.

All gardens must be planted to the rear of any main residence. Only landscape materials such as trees, shrubs and plants shall be allowed in front of the main residence.

All passenger vehicles in use shall be parked either on the driveway or in the garage. No motor vehicles or any other vehicles, including, but not limited to: a boat, motor, boat trailer, lawn mower, tractor or other similar vehicles may be stored on any lot for purpose of repair of same and no A-frame or motor mount may be placed on any lot. No disabled automobiles or other disabled vehicles may be stored on any lot or in the street.

No vehicles, including, but not limited to recreational vehicles, camping trailers, motor homes, boats or any accessory trailers can be parked or stored on any lot, unless same is in a garage or other outbuilding, or to the rear of the main residence completely screened by a fence and parked upon a concrete pad which has access to the street on a paved surface. No tractor-trailer or other large commercial type truck may be parked on any lot or on the street.

Garbage cans shall be place for collection adjacent to the paved City Street but not placed in the street. Garbage cans may not be placed in public view by the street prior to the evening hours of the day before their regularly scheduled collection day and must be retrieved before 7 P.M. on the scheduled collection day. Garbage cans must be stored and kept in a location that is screened from public view.

The Architectural Review Committee shall be appointed by Liberty Bank of Arkansas and shall consist of one to three members in their discretion. Said Committee shall serve until the last house is constructed in said subdivision or until an instrument is recorded by the Committee in the Office of the Chancery Clerk of DeSoto County, Mississippi transferring the Architectural Review Responsibilities to the Lauderdale Estates Homeowner's Association.

Other than matters contained herein, all other terms, conditions and covenants of the above cited Restrictive Covenants and Amendments to same, shall remain in full force and effect. This amendment shall become effective upon the filing of this instrument for record in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Liberty Bank of Arkansas

BY: 

Kim French, Senior Vice-President

BY: 

Gary Clark, Senior Executive Vice-President

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

PERSONALLY APPEARED before me, the undersigned authority at law, in and for the State and County aforesaid, the within named, Kim French, who acknowledged that as Senior Vice-President for and on behalf of and by authority of Liberty Bank of Arkansas, a corporation, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, and for the purposes therein expressed, he having been so duly authorized so to do.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ~~22nd~~ ^{23rd} day of August, 2012.



NOTARY PUBLIC

My Commission Expires:

(FOR BOTH SIGNATURES)

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

PERSONALLY APPEARED before me, the undersigned authority at law, in and for the State and County aforesaid, the within named, Gary Clark, who acknowledged that as Senior Executive Vice-President for and on behalf of and by authority of Liberty Bank of Arkansas, a corporation, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, and for the purposes therein expressed, he having been so duly authorized so to do.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of August, 2012.

NOTARY PUBLIC

My Commission Expires: